

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOSE MEZA,  
Plaintiff,

v.

S.S. SKIKOS, INC., et al.,  
Defendants.

Case No. 15-cv-01889-TEH

**ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT**

Plaintiff Jose Meza ("Plaintiff") alleges nine causes of action under the federal Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA"), the California Labor Code, applicable Industrial Welfare Commission ("IWC") Wage Order, Business and Professions Code §§ 17200, *et seq.* ("UCL"), and the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). In his first cause of action, Plaintiff alleges, on behalf of an FLSA collective, that Defendants violated the FLSA by knowingly failing to maintain records of all hours worked, knowingly failing to compensate employees for all hours worked, and knowingly failing to compensate employees at a rate of one and one-half times their regular hourly rate for hours worked in excess of 40 hours per week.

Plaintiff's remaining eight causes of action arise under California law: (1) failure to pay overtime and double time compensation; (2) failure to pay for all hours worked; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide rest periods, or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) waiting time penalties; (7) violation of the UCL as a result of unfair, unlawful, and fraudulent business practices; and (8) civil penalties pursuant to PAGA.

After extensive informal discovery, the Parties engaged in mediation before David Rotman on November 19, 2015. As a result of the mediation, the Parties reached a settlement. After the mediation, the Parties finalized a settlement agreement. The Parties

1 entered into a fully-executed Stipulation of Settlement and Release (“Stipulation of  
2 Settlement” or “Settlement”) on January 15, 2016. Docket. No. 45-1.

3 The Court preliminarily approved the Settlement on February 24, 2016. Docket No.  
4 48. Before the Court are two motions: Plaintiff’s Unopposed Motion for Final Approval of  
5 Settlement (Docket No. 54); and Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service  
6 Payment (Docket No. 50). The Court held a hearing on the pending motions on May 23,  
7 2016. Having carefully considered the Parties’ written and oral arguments and the record  
8 as a whole, the Court **HEREY ORDERS** as follows:

9 1. The Court finds that it has jurisdiction over the claims of the California Class  
10 Members and California FLSA Class Members asserted in this proceeding and over all  
11 Parties to the action.

12 2. The Court finds that zero (0) California Class Members have objected to the  
13 Settlement and zero (0) California Class Members have requested exclusion from the  
14 Settlement. Additionally, 108 Class Members have validly opted in to the California  
15 FLSA Class. *See* Gomez Decl. at 3 (Docket No. 56).

16 3. The Court **GRANTS** Final Approval of the terms and conditions contained in  
17 the Settlement (Docket No. 45-1). The Court finds that the terms of the Settlement appear  
18 to be within the range of possible approval, pursuant to Federal Rule of Civil Procedure 23  
19 and applicable law.

20 4. The Court finds that: (1) the settlement amount is fair and reasonable to the  
21 Class Members when balanced against the probable outcome of further litigation relating  
22 to class certification, liability and damages issues, and potential appeals; (2) significant  
23 informal discovery, investigation, research, and litigation have been conducted such that  
24 counsel for the Parties at this time are able to reasonably evaluate their respective  
25 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
26 would be presented by the further prosecution of the litigation; and (4) the Settlement has  
27 been reached as the result of intensive, serious, and non-collusive negotiations between the  
28 Parties. Accordingly, the Court finds that the Settlement was entered into in good faith.

1           5.       The Court makes final its earlier conditional certification of the California  
2       Class for settlement purposes. The “California Class” is defined to mean “all current and  
3       former Drivers employed by Defendants in California during the California Class Period.”  
4       The “California Class Period” is “the period beginning April 27, 2011 through the date of  
5       Preliminary Approval (February 24, 2016).”

6           6.       The Court makes final its earlier conditional certification of the California  
7       FLSA Class for settlement purposes. The “California FLSA Class” is defined as “all  
8       current and former Drivers who were employed by Defendants in California during the  
9       California FLSA Class Period.” The “California FLSA Class Period” is “the period  
10      beginning April 27, 2012 through the date of Preliminary Approval (February 24, 2016).”

11          7.       The Court finds that the approved Notice Packet (Exs. 1-3, Docket No. 45-1)  
12      constituted the best notice practicable under the circumstances and is in full compliance  
13      with the applicable laws and the requirements of due process. The Court further finds that  
14      the Notice fully and accurately informed the Class Members of all material elements of the  
15      Settlement, of their right to be excluded from the Settlement, and of their right and  
16      opportunity to object to the Settlement. A full opportunity has been afforded to the Class  
17      Members to participate in this hearing and all Class Members and other persons wishing to  
18      be heard have been heard. Accordingly, the Court determines that all California Class  
19      Members, since none timely and properly executed a request for exclusion, are bound by  
20      this Order and the Judgment.

21          8.       The Court FINALLY APPOINTS Simpluris, Inc. as the Settlement  
22      Administrator, and approves its reasonable administration costs not to exceed \$12,000.00.

23          9.       The Court FINALLY APPOINTS Schneider Wallace Cottrell Konecky  
24      Wotkyns LLP and Villegas Carrera, LLP, as Class Counsel.

25          10.      The Court FINALLY APPROVES Class Counsel’s request for attorneys’  
26      fees of one-third of the Maximum Settlement Amount, or \$233,310.00. This amount is  
27      justified under the common fund doctrine, the range of awards ordered in this District and  
28      Circuit, the excellent results obtained, substantial risk borne by Class Counsel in litigating

1 this matter, the high degree of skill and quality of work performed, financial burden  
2 imposed by the contingency basis of Class Counsel' representation of Plaintiff and the  
3 Class Members, and additional work required of them to bring this Settlement to  
4 conclusion. The Court finds the fees award further supported by the lodestar crosscheck,  
5 whereby it finds that Schneider Wallace Cottrell Konecky Wotkyns LLP, and Villegas  
6 Carrera, LLP's hourly rates are reasonable, the estimated hours expended are reasonable.  
7 In fact, Class Counsel's total fees are \$613,164.20. Thus, the Court applies a negative  
8 multiplier to Class Counsel's lodestar in issuing this fee award.

9 11. The Court FINALLY APPROVES Class Counsel's request for costs in the  
10 amount of \$15,927.83.

11 12. The Court FINALLY APPOINTS Plaintiff Jose Meza as the Class  
12 Representative, and approves a service payment of \$7,500.00 to Mr. Meza, finding that  
13 this award is fair and reasonable for the work he provided to the Class Members and  
14 considering the broad release he executed.

15 13. The Court FINALLY APPROVES the \$10,000.00 PAGA allocation.  
16 \$7,500.00 of that allocation shall be paid to the LWDA, and the remaining \$2,500.00 shall  
17 be disbursed to the Class.

18 14. Good cause appearing, the Court APPROVES the following implementation  
19 schedule:

20 A. The Payment Obligation and Class Release Date shall be (a) the date  
21 of this Final Approval Order, if there are no objectors; or (b) in the event that there are  
22 objectors, 32 days after service of notice of entry of this Final approval Order and  
23 Judgment on the Parties and all objectors to the Settlement without any appeals or requests  
24 for review being taken; or (c) the date on which orders affirming this Final Approval Order  
25 and Judgment or denying review after exhaustion of all appellate remedies issue, if appeals  
26 or requests for review have been taken.

27 B. Defendant shall provide the Settlement Administrator with the  
28 Settlement Funds on or before May 31, 2016.

1 C. The Settlement Administrator shall mail or wire all required payments  
2 no later than 14 days after the Payment Obligations and Class Release Date.

3 D. The deadline to cash Individual Settlement Payment checks shall be  
4 180 days after the checks are mailed.

5 15. With this Final Approval of the Settlement, all claims that are released as set  
6 forth in the Settlement are hereby barred.

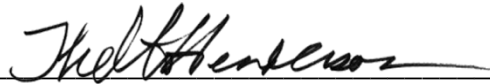
7 16. The Court permanently enjoins all of the California Class Members who did  
8 not timely exclude themselves (opt-out) from the Settlement Agreement, California FLSA  
9 Class Members who submit a timely and valid Opt-In Form, and the LWDA from pursuing  
10 or seeking to reopen any "Released Claims" (as defined in the Settlement Agreement)  
11 against any of the "Released Parties" (also as defined in the Settlement Agreement).

12 17. The Court dismisses this action with prejudice and will enter Judgment  
13 consistent with the Settlement Agreement and this Order.

14 18. The Court shall retain jurisdiction to enforce the terms of the Settlement.  
15

16 **IT IS SO ORDERED.**

17  
18 Dated: 05/25/16

  
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THELTON E. HENDERSON  
United States District Judge